

CONTRACT PERIOD THROUGH DECEMBER 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DIGITAL COPIERS, COST PER COPY**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 6, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
Various

(Please remove Serial 94189-RFP from your contract notebooks)

DIGITAL COPIERS, COST PER COPY

1.0 **INTENT:**

The intent of this Request for Proposal is to establish a contract for a copier acquisition program based on a Cost Per Copy pricing wherein the contractor supplies the copier, scheduled routine maintenance, repairs, parts, and ALL consumables (except paper). Currently, the County has approximately **363** copy machines of various sizes and speeds that are part of a current Cost Per Copy program (See EXHIBIT 2). The contractor selected will replace the existing copiers with new, not used or refurbished, copiers.

THE CONTRACTOR MAY PROPOSE TO BUY-OUT THE CURRENT CONTRACT IMMEDIATELY, OR PHASE-IN THEIR COPIERS OVER A PERIOD OF TIME. ALL EQUIPMENT CURRENTLY ON CONTRACT BS94189RFP (SCHEDULED TO EXPIRE 9/2000) IS ON A 5 YEAR PRICE PLAN. THE PRICE TO BUY-OUT THE EXISTING CONTRACT SHOULD BE BUILT INTO THE PROPOSER'S PRICE PER COPY MONTHLY MINIMUM. THIS COST IS DETAILED IN EXHIBIT 2.

The Contractor will be responsible for providing ALL phases of copier services. This shall include providing new copy machines, providing prompt maintenance (both preventative and remedial), providing all supplies (except paper), providing accounting and invoicing data, providing delivery and copier set-up services, providing copier volume usage reports and providing both initial and continuous operator training. The costs for the foregoing services shall be included in the unit price per copy as stated in Attachment A, PRICING of this RFP.

In addition, the contractor shall provide a "CPC Program Manager" to handle all the day-to-day activities including adding new equipment, relocating over-utilized or under-utilized machines, gathering meter readings, if required, upgrading, expediting maintenance problems, etc. The CPC Program Manager will act as a liaison between the County and the contractor. The cost for this service must also be included in the unit price per copy stated (See §2.27 for a more detail explanation of the program manager).

2.0 **SCOPE OF WORK:**

2.1 Each model of copier offered under this RFP must comply with all general requirements stated herein, plus those specific requirements applicable to the Volume Category for which that copier is being offered (See §2.28).

2.2 The COST-PER-COPY PROGRAM service shall include delivery, installation, set up and made ready for use with removal of all shipping debris, providing all consumable supplies (except paper), emergency repair service during normal business hours (Monday through Friday, 8:00 AM. to 5:00 PM.), periodic preventive maintenance, and unlimited operator training.

2.3 Newly Manufactured:

For purposes of the initial installations and all subsequent installations over the duration of the term of this contract, all equipment shall be new and assembled for the first time from new **and/or recycled** components by the manufacturer. The County shall be the first user of the new equipment with no previous placements (ever) on rental or lease or ever placed in the contractor's or customer location as a demonstration unit including employee home offices. All equipment performance and reliability standards shall conform to "new" specifications.

2.4 Parts:

All parts and components supplied by the Contractor in the process of maintaining and servicing the new equipment for the duration of this contract shall be new Original Equipment Manufacture, or rebuilt OEM parts by the manufacturer of the equipment. Rebuilt parts and components must be guaranteed to perform so that product specifications are met. Proposals shall include a complete description of the rebuilt parts process used by the manufacturer in creating recycled parts.

2.5 Manufacturers Certification:

Proposers must include with the RFP, certification from the manufacturer, executed by a corporate officer, stating that the Proposer is an authorized representative of the manufacturer and that all equipment is new. If the Proposer is other than manufacturer, they must submit prior to award of a contract, either: (1) a letter of commitment from the manufacturer which will assure the Proposer of a source of supply sufficient to satisfy the County's requirements for the contract period including the option years; or (2) other evidence that the Proposer will have an uninterrupted source of supply from which to satisfy the County's requirements for the contract period.

2.6 Minimum Copier Features:

Section 2.28 lists minimum copier features that the Proposer must meet, however, the Proposer may exceed the minimum copier features by bidding faster, larger, and/or more featured machines. The Buyers Laboratory Inc. Copier Specification Guide will be used to verify specifications for all copiers submitted in response to this RFP.

2.7 Technical Maintenance Support:

The Contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all copiers supplied under the agreement. The Contractor shall have a sufficient number of technicians to serve and support the requirements under this contract with in the specified response time.

2.8 Special Purpose Copiers:

Some departments will require special purpose copiers, such as wide format multi-function plain paper document copiers utilized in the engineering, real estate, mapping, design, and construction profession. These units must be digital, user friendly, with a wide array of copy options.

2.9 Replacement And Back-Up Equipment:

Replacement copier(s) are defined as copier(s) that will be installed to replace a malfunctioning copier and will remain on site for the term of the contract. All replacement copiers must be new **or greater than or equal to original**. Back-up copiers (loaners) are defined as copier(s) that will be installed on a temporary basis while the malfunctioning copier(s) is repaired or until a replacement copier(s) is installed. Back-up equipment will be required after a copier has been down for sixteen (16) consecutive business hours. Back-up equipment will be replaced within 30 days with the original machine or a new replacement.

2.10 Parts/Supply Availability:

The Contractor shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract. It shall be the responsibility of the Contractor to maintain stock levels of all consumable supplies at the individual copier sites. If adequate stock is not available at a site, the Contractor must deliver the necessary items within four (4) hours on-site after receipt of a verbal request. It is the responsibility of the Contractor to track the inventory and usage of supplies to insure adequate availability.

2.11 Contractor Reports:

The Contractor shall be required to provide the following reports:

a. Quarterly Reports:

The Contractor shall maintain an inventory record that identifies all equipment delivered under this contract. The inventory record will be provided to the County's authorized representative on a quarterly basis and is due on the 20th calendar day for the previous quarter and shall contain: (1) Make and model, agency, location, and serial number of all installed equipment; (2) Contractor's record of performed maintenance and repair; (3) Monthly volume by machine or copies produced; (4) Total billing for all copying services provided during this period.

- b. Semi-Annual Reports:
The Contractor shall provide a semi-annual usage report to the County's authorized representative for each location by machine. At this time, the Contractor shall review the copier volume classes and make recommendations based on the over usage/under usage of the machines.
- c. Special Reports:
The Contractor shall provide a report to the County's authorized representative indicating the actual yearly volume of copies produced by each machine. This report will be provided during the final month of the year prior to the final option year of the contract.
- d. Down-Time Reports:
The Contractor shall provide a quarterly report to the County's authorized representative indicating both Countywide down-time % and individual down-time % for each individual copier. Any machine recording 5% or more downtime shall be replaced with a new machine immediately.
- e. Average Response Time Reports:
The Contractor shall provide a quarterly report to the County's authorized representative indicating both Countywide average response time and individual average response time for each copier.

2.12 Meter Card Requirements:

The Contractor will be responsible for physically taking meter readings ~~monthly~~ **quarterly** at each copier site. The Contractor is free to install any automated device that may assist in this process, provided it is at no additional cost to the County. If the room where the copier is located is not accessible at the time of the reading, then a verbal reading will be relayed to the Contractor. The copy volumes will be shown on meter cards or report supplied by the Contractor. The cards will contain the following data: machine serial number, meter reading, an "unusable copies" count, the number of copies used during service calls, and an authorized key operator signature. The meter cards will be sent to the County authorized representative for each site by the 5th day of each month for the previous month's service. Meter readings will constitute the total copy volume for a single calendar month.

2.13 Occupational Health And Safety Act Standard 1910.1200:

In compliance with Federal statutes, any chemical product delivered under this contract must be accompanied by a Material Safety Data Sheet (MSDS) containing the following:

- a. The chemical name and common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment.
- d. The emergency procedure for spills, fires, disposal, and first aid.

2.14 All copiers shall be capable of operating on 120 VAC, $\pm 5V$, 60 Hz. Models requiring dedicated outlets or circuits ~~are not acceptable, and will be rejected~~ **may be proposed and at the County's option, circuits will be provided on networked copiers only (Category 6-10; Exception, large format copiers). Categories 9, 10 & 11; 240 volt may be acceptable and proposed.**

2.15 An operator's manual shall be furnished with each copier.

2.16 A stand, table or similar equipment MUST be provided for all non-floor models at no additional cost to the County.

2.17 Accessories such as sorters, document feeders, large capacity trays, etc., must be available as specified in the detailed item specifications.

2.18 All digital equipment must have the capability of upgrading to network connectivity and be Post Script II and III compliant.

- 2.19 All equipment/software must be compatible with networking protocol TCP/IP and be capable of operating from Windows NT, Novell, Windows 95, Windows 98, Windows 2000, and Macintosh OS/8 environments.
- 2.20 All equipment offered must have 10/100MB Ethernet connection. **Stand alone, non-networked equipment does not need to be equipped for connectivity.**
- 2.21 **Network Services:**
- During the term of this agreement the County will be making the transition from analog light lens copiers to digital imaging systems with multi-functional features and capabilities (fax, scan, print, copy). Maricopa County desires to form a relationship with the Contractor that will support the County during and after the initial transition for network support services.**
- 2.22 **Environment:**
- The County computing environment contains a 100MB Ethernet backbone. The County also supports a wide range of environments including IP, Novell, Win 95, Win 98, Win 2000 and NT.
- 2.23 **Software Technical Support:**
- 2.23.1 The proposal shall include an outline of support services including establishing direct lines of communication between the County technical staff and the manufacturers(s) of the equipment offered.
- 2.23.2 The Proposer shall provide Novell Certified Network Engineer (CNE) support for networked digital output devices and LAN interface upgrades, including hardware and software.
- 2.23.3 The Proposer shall provide Microsoft Certified Network Engineer (MCSE) support for the network digital output devices and LAN interface upgrades including hardware and software. **(Proof must be part of proposal)**
- 2.23.4 The Proposer shall be a Novell Platinum Partner and participate in the Microsoft Certified Solution Provider (MCPS) program. **(Proof must be part of proposal)**
- 2.23.5 The Proposer agrees that Network Services includes all actions to diagnose, restore to manufacturer's and County's specifications and correct product and software malfunctions to their original capability.
- 2.23.6 The Proposers shall be responsible for backing-up and restoring of information stored on electronic media when the repair or replacement could affect any data stored on the equipment.
- 2.23.7 The Proposer shall keep complete records available to the County, documenting all programming changes, software installations or upgrades and trouble fixes including those done remotely and provide support to all agencies to insure connectivity.
- 2.24 **Responsibilities And Duties Of The Successful Contractor:**
- 2.24.1 Contractor shall ensure that no equipment or supplies will be delivered to the site(s) prior to the date(s) agreed upon in the phase-in schedule by the County's authorized representative.
- 2.24.2 Contractor shall be responsible for all material(s) shipped prior to and during installation until the County gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the County is the responsibility of the Contractor.
- 2.24.3 Contractor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before and after installation of all items specified herein.

- 2.24.4 Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof. The Contractor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. If the premises are not maintained properly, the County may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Contractor as deemed appropriate.
- 2.24.5 Contractor shall designate a Copier Program Manager (Refer to §2.27 for more details) who will be authorized to make decisions on behalf of the Contractor to ensure that the contract implementation and day-to-day operation is as specified, and who will serve as a point of contact for the County authorized representative.
- 2.24.6 It will be the responsibility of the Contractor to have qualified trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Contractor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Contractor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the County.
- 2.24.7 The Contractor shall provide for each site, at no additional cost, and unlimited quantities, an OPERATOR TRAINING PROGRAM for a primary operator, a back up key operator and an operations demonstration for the casual users to be scheduled at mutually agreed times to the initial installation and quarterly thereafter if requested.
- 2.24.8 It will be the responsibility of the Contractor to notify the County when a copier is discontinued by the manufacturer and becomes unavailable. Any discontinued model that is in use and operational, will not be replaced until it is no longer serviceable. At that time, the County's authorized representative must approve the replacement model being offered by the Contractor. Such approval is contingent upon compliance with the following conditions:
- a. The replacement copier is of equal or greater technology and offers the same or better features than the discontinued model.
 - b. The replacement copier has the same or less than cost-per-copy prices than the discontinued copier.
- 2.24.9 At any time during the contract period, should the Contractor introduce new or improved models of copiers as replacements for models initially provided under this contract, he shall submit in writing to the County authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced.
- 2.25 Problem Machine Replacement:
- 2.25.1 Machines having demonstrated a history of "excessive down time" shall be replaced by the Contractor with a new machine of equal or better features, unless the user agency declines. Excessive down time shall be defined as six (6) or more service calls in one month. Down-time is calculated from the time the agency places the call, and ends when the machine is up and running (See also §2.34 Guaranteed Up-time). Service calls that are operator induced will not be counted. To qualify for replacement, the following steps must occur:
- a. The user agency must document the service log as to number of times per month the machine has required service, number of hours the machine is down, nature of problems, and re-occurrences of same problems.
 - b. The user agency must contact the CPC program manager and discuss their concerns regarding the overage of calls. The CPC manager will research the matter and follow-up with a return phone call and a plan of action.
 - c. A supervisor shall be dispatched on-site to ascertain the malfunctions and make a determination as to what course of action will be taken:

- 1) Repair the machine.
- 2) A determination be made for complete reconditioning.
- 3) A determination made for replacement.

- d. If it is determined reconditioning is the best solution, a back-up machine will be sent and the user agency's machine brought into the shop for a comprehensive reconditioning. If the user agency overrides the supervisors decision, thus insisting on a replacement, the decision to replace shall take precedence over the supervisor's decision.
- e. If a determination for reconditioning prevails, the machines performance after reconditioning will be monitored by the CPC program manager and the user agency. The County understands that during the "break-in" period of either a new machine or a reconditioned one, services calls are eminent. However, calls exceeding the standards set in §2.25.1, shall cause the machine to be replaced with a new unit of equal size and features without question.

2.26 Service repairs:

- 2.26.1 It will be the responsibility of the Contractor to provide service within four (4) hours on-site after a call is placed, during normal business hours of 8:00 AM. to 5:00 PM. Monday through Friday. Preventive maintenance will be based upon the specific needs of the copier as determined by the Contractor. All maintenance parts and labor cost shall be included in the cost-per-copy price. The Contractor will be required to provide service records on all machines covered under this contract to the County's authorized representative. Failure to meet the 4-hour on-site response time on a continual basis as documented by the user agency shall result in liquidated damages as specified in §2.35.
- 2.26.2 Contractor will have available and operational a meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc). The credit must be presented to the key operator at the time of service.
- 2.26.3 Contractor is responsible for any damage to the premises of any site as a result of the installation and shall repair and restore to the original condition any area so damaged within the time frame designated by the County.

2.27 Cost-Per-Copy (CPC) Program Manager:

- 2.27.1 The Contractor shall provide the County with a dedicated cost per copy program manager whose responsibilities shall be to coordinate placement of all contract machines. This includes relocating over-utilized or under-utilized equipment and adding or deleting accessories, as necessary, to satisfy the customer (end user), and providing any other ancillary services. This position will efficiently "manage" all of the copiers in this program while maintaining complete customer satisfaction. The Contractor must assign a specific individual to the program manager position. Once assigned to work under this contract, this person shall not be removed or replaced without prior written approval of the Materials Management Department's procurement officer.
- 2.27.2 The detailed duties of the program manager shall include, but not limited to:
 - a. Daily questions
The CPC Program Manager will be the first contact for the using department regarding all copier-related issues. The using department will only contact the Materials Management Department's procurement officer in the event the CPC Program Manager cannot resolve the problem or the user is not satisfied with the level of service provided by the CPC Program Manager. If messages are left in voice-mail for the CPC Manager, he/she must respond to the County agency staff within two (2) hours.

- b. Supplies
The CPC Program Manager will be responsible for monitoring each copier location to ensure that adequate quantities of supplies are on hand to keep the unit operational. If emergency orders are required, the CPC Program Manager will be responsible to expedite the order and assure supplies arrive within the four (4) hour requirement.
- c. Invoicing
The CPC Program Manager will be responsible for verifying the accuracy of all invoices and will investigate any discrepancies. This includes resolving all invoice-related problems directly with the individual departmental accounts payable section.
- d. Repairs
The CPC Program Manager will contact the using department to ensure all repairs were performed to their satisfaction. This includes response time and expediting any parts which may have to be installed.
- e. Meter Readings
The CPC Program Manager will obtain meter readings and, therefore be responsible for the accuracy and verification of the readings.
- f. Relocating Copiers
The CPC Program Manager is responsible for identifying and relocating copiers, which are not properly categorized with respect to over- and/or under-utilization. Upon approval, the CPC Program Manager will install the appropriate volume copier and remove the existing machine.
- g. Replacement Machines
The CPC Program Manager will coordinate the installation of replacement copiers, either temporary or permanent.
- h. Copier Operations
The CPC Program Manager is responsible for answering questions regarding copier features, special copying requirements, machine capabilities, etc. In addition, the CPC Program Manager in accordance with the manufacturer's specifications shall coordinate the scheduling of all preventative maintenance and the scheduled replacement of supplies (drum, toner, developer, etc.).
- i. General Correspondence
The CPC Program Manager will be the primary contact for all correspondence between the contractor and County's Authorized Representative.

2.28 Cost-Per-Copy Pricing:

The County has many various levels of volume categories to cover its copier requirements. Copiers that are proposed must be equal to or better than the current models, especially in terms of copier speed and features. Ranges in copies per minute that are acceptable for each category are listed below. Volumes are based on historical information. A cost per copy should be submitted for each individual copy made. The monthly minimum is specified for each category of copier.

A minimum monthly fee will be paid to the contractor for each copier supplied. This minimum fee will be determined by multiplying the unit price stated in Attachment A, PRICING, for the "price per copy when the volume is at or below the minimum specified for the category of copier," multiplied by the specified monthly minimum number of copies set forth in Attachment A, PRICING.

Any additional copies made above the monthly minimum shall be charged at the applicable rate specified in Attachment A, PRICING, for when the volume of copies produced exceeds the specified minimum. If and when the volume of monthly copies for a copier exceeds the minimum specified, then the additional copies produced after the minimum number copies have been produced on the machine during the month will be billed at the "exceeds minimum" rate stated under Attachment A, PRICING.

The County may require analog copiers for the two low-end categories at the County's option. The latest in digital technology copiers will be used for the remaining categories. Copiers in Categories 4-7 should NOT include finishers in the base CPC price. Finishers should be listed and priced as an option that can be added. Paper bypass shall not count toward a paper source. Cost per copy for each category is **NOT** to include **all** applicable taxes.

~~Additional copiers placed after year 2 of the contract will have a 60-month commitment from the date of installation, and be billed at the cost per copy per model of the original RFP.~~

At the County's option all equipment will be placed at the 60-month rate. If removed prior to the 60-month commitment, the County will pay the difference between the 60-month rate and the appropriate rate.

2.28.1 ANALOG COPIERS:

The following 2 categories are to be analog copiers.

Volume Category 1

<u>Approximate number of copiers</u>	<u>Total Estimated Annual Volume</u>
63	945,436
Current Speed:	12 copies per minute/minimum 12–15 cpm acceptable, using 8 ½" X 11" paper
Paper Size:	8 ½" X 11
Volume Ranges:	0 to 3,000 copies per month
Monthly Minimum:	1,000 copies per month
Required Characteristics:	Desktop units, minimal features. Reduction, enlargement
Current Model:	LANIER 6613, 6713, 6714

Volume Category 2

<u>Approximate number of copiers</u>	<u>Total Estimated Annual Volume</u>
39	1,133,904
Current Speed:	16 cpm., using 8 ½" X 11" paper 15-20 cpm acceptable
Paper Size(s):	Ranging from 8 ½" X 5 ½" <u>to</u> 11" X 17"
Volume Ranges:	0 to 3,000 copies per month
Monthly Minimum:	2,000 copies per month
Required Characteristics:	Floor console or cabinet; used in decentralized locations for point of need; Convenience copying or special applications; Automatic document feeders, 10– bin sorters, enlargement
Current Model:	Additional paper bypass LANIER 6616, 6716

2.28.2 DIGITAL COPIERS:

The following volume categories are to be digital copiers. **NOTE: THE DOCUMENT FEEDER SPEED MUST MEET OR EXCEED THE CURRENT MINIMUM ACCEPTABLE RATED CPM SPEED FOR THE BASE SYSTEM OR COPIER OFFERED IN EACH CATEGORY.** If the document feeder speed is below the minimum acceptable rated copies per minute speed, the PROPOSER MUST propose a machine where the document feeder speed does meet or exceed the minimum cpm of the base system -- otherwise known as throughput speed. Example: Category 4 minimum acceptable throughput speed is **25** cpm. If document feeder speed on a proposed model in this category is 20 cpm, this system will not meet the minimum requirements for this category. The vendor shall then PROPOSE a faster system with a document feeder speed of at least 25 cpm for the system to meet the category requirements.

Volume Category 3

Approximate number of copiers

36

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Current models

Total Estimated Annual Volume

1,879,236

20 cpm, using 8 ½" X 11" paper;

20–25 cpm acceptable

Ranging from 8 ½" X 5 ½" to 11" X 17"

3,000 to 10,000 copies per month

5,000 copies per month

Floor console or cabinet; used in decentralized locations for point of need;

Convenience copying or special applications; automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable and preset

Reduction/enlargement copy modes, Two online paper sources.

Additional paper bypass

LANIER 5020, 6720, 7320

Volume Category 4

Approximate number of copiers

68

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Current Models:

Total Estimated Annual Volume

6,167,188

25/32 cpm, using 8 ½" X 11" paper;

25–35 cpm are acceptable

Ranging from 8 ½" X 5 ½" to 11" X 17"

10,000 to 25,000 copies per month

7,500 copies per month

Floor consoles or cabinet; used in decentralized locations for point of need;

Convenience copying or special applications; automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable

and preset;

Reduction/enlargement copy modes, Two online paper sources. Scan once, print many.

Additional paper bypass

LANIER 5025, 6425, 6625, 6725, 7328, 6432, 6532

Volume Category 5

Approximate number of copiers

64

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Current Models:

Total Estimated Annual Volume

9,546,892

35 cpm, using 8 ½" X 11" paper

35–45 original cpm are acceptable

Ranging from 8 ½" X 5 ½" to 11" X 17"

25,000 to 35,000 copies per month

12,000 copies per month

Floor consoles or cabinet; used in decentralized locations for point of Need;

Convenience copying or special applications; automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable

and preset;

Reduction/enlargement copy modes, Three online paper sources. Scan once, print many.

Additional paper bypass

LANIER 6735, 7335

Volume Category 6

Approximate number of copiers

41

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Total Estimated Annual Volume

9,658,012

45 cpm using 8 ½" X 11" paper

45-55 cpm acceptable

Ranging from 8 ½" X 5 ½" **to** 11" X 17"

35,000 to 50,000 copies per month

18,000 copies per month

Floor consoles or cabinet; used in decentralized locations of point of need;

Convenience copying or special applications,

Automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable

and preset;

Reduction/enlargement copy modes, Three online paper sources. Scan once, print many.

Additional paper bypass

LANIER 6745

Current Models:

Volume Category 7

Approximate number of copiers

40

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Total Estimated Annual Volume

12,399,168

55/65 original cpm, using 8 ½" X 11" paper;

55-65 original cpm acceptable

Ranging from 8 ½" X 5 ½" **to** 11" X 17"

50,000 to 70,000 copies per month

25,000 copies per month

Floor consoles; used in decentralized locations for point of need;

Convenience copying or special applications;

Automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable

and preset; (20 bin sorters with Multi-Position Offset sorter stapling is acceptable)

Reduction/enlargement copy modes, Three online paper sources. Scan once, print many.

Additional paper bypass

LANIER 6755, 6765

Current Model:

Vendor may propose to combine categories 8 & 9 as long as the speed range is 65-85 cpm.

Volume Category 8

Approximate number of copiers

4

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Total Estimated Annual Volume

2,208,324

65 original cpm, using 8 ½" X 11" paper;

65-75 original cpm acceptable

Ranging from 8 ½" X 5 ½" **to** 11" X 17"

70,000 to 90,000 copies per month

35,000 copies per month

Floor consoles; used in decentralized locations for point of need;

Convenience copying or special applications;

Automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable

and preset; (20 bin sorters with Multi-Position Offset sorter stapling is acceptable)

Reduction/enlargement copy modes, Three online paper sources .

Scan once, print many.

LANIER 6765, 7365, 5265

Current Model:

Vendor may propose tandem configuration for category #9

Volume Category 9

Approximate number of copiers

5

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Total Estimated Annual Volume

2,730,468

83/85 original cpm, using 8 1/2" X 11" paper;

75–85 original cpm acceptable

Ranging from 8 1/2" X 5 1/2" to 11" X 17"

90,000 to 120,000 copies per month

45,000 copies per month

Floor consoles; used in decentralized locations for point of need;

Convenience copying or special applications;

Automatic duplexing, reversing;

Automatic document feeders, offset finishing (sorters), variable

and preset; (20 bin sorters with Multi-Position Offset sorter stapling is acceptable)

Reduction/enlargement copy modes, Three online paper sources.

Scan once, print many.

LANIER 6483, 6583, 7385

Current Model:

Volume Category 10

Approximate number of copiers

4

Current Speed:

Paper Size(s):

Volume Ranges:

Minimum Monthly:

Required Characteristics:

Total Estimated Annual Volume

4,143,996

120 original cpm, using 8 1/2" X 11" paper;

110 + original cpm acceptable

Ranging from 8 1/2" X 5 1/2" to 11" X 17"

120,000 PLUS copies per month

55,000 copies per month

Floor consoles; used in decentralized locations for point of need;

Convenience copying or special applications;

Automatic duplexing, reversing;

Automatic document feeders, 20 – bin sorters, variable and preset;

(20 bin sorters with Multi-Position Offset sorter stapling is acceptable)

Reduction/enlargement copy modes, Three online paper sources.

Scan once, print many.

KONICA TANDEM 7060

Current Model:

2.28.3 WIDE FORMAT, DIGITAL COPIERS:

The following volume categories are to be wide format multi-function plain paper digital copiers. These units are utilized in various County departments for engineering, design, mapping, and construction. Due to the lack of usage documentation for these machines, all usage figures are estimated. Actual usage figures may be higher or lower than posted herein.

Volume Category 11

Approximate number of copiers

6+ (estimated)

Current Speed:

Total Estimated Annual Volume

4,000,000 linear square feet (estimated)

200 mHz; 3 ips; variable 12-3 ppm (based on paper size A – E)

Print Quality: 400 dpi; 33 grayscale
 Paper Capacity and size: 3 each of 500' rolls, sizes A-E (11" to 36")
 Volume Ranges: ~~50,000 to 75,00 linear~~ **5,000 to 21,000 square** feet per month
 Minimum Monthly: ~~50,000 linear~~ **5,000 square** feet per month
 Required Characteristics: Floor console; used in design, construction; engineering, and blueprints formatting;
 Embedded-in controller; **or external controller**
 Network printer/copier/scanner;
 Wide range of data formats;
 Copy and network printing at same time;
 Scan to file or scan to net; no PC required, has built-in software
 Printer interruption feature;
 Concurrency feature
 Current Model: Xerox 8830

2.29 Price And Price Adjustment:

This is a FIRM-FIXED PRICE CONTRACT. All prices shall be F.O.B. Destination and shall include all materials/services specified herein in addition to any charges that may be imposed in fulfilling the terms of this contract.

2.30 Projected Requirements/Estimated Quantities:

2.30.1 The quantities (volumes of copies) specified in this solicitation are estimates only, and are given for the information of Proposers and for the purpose of the County's RFP evaluation. They do not indicate the actual number of copies, which will be ordered, since such volume will depend upon requirements, which may develop during this contract period. To the best knowledge of the County, this is the historical usage of copies. The County makes no guarantee as to copy usage on a County-wide basis or for individual units.

2.30.2 The Copier Program Manager shall make every effort to ensure that the placement of copiers by volume classification are directly related to the estimated average monthly volume of copies produced at a given copier site. For the first six (6) months during the transition period there will be no changes to the copier placement unless requested by the County. After the transition period, if there is over use/under use for three (3) consecutive months at any location, then the Contractor may recommend in writing, with supporting documentation of the usage history, to replace with a correct volume machine. The final decision, however, as to the volume classification of machine that is appropriate for any site shall be solely that of the County using agency.

2.31 Delivery Time:

2.31.1 All copiers shall be delivered, installed, and operational within sixty (60) calendar days after contract award.

2.31.2 The Contractor shall provide the County with a phase-in schedule that outlines projected quantities of copiers to be installed and made operational at all County facilities, fifteen (15) calendar days after award of contract.

2.32 Technical Literature:

Each RFP must designate on the Pricing Schedule, the manufacturer and model or stock number for each line item. Detailed descriptive literature for all equipment being offered MUST also be included with the RFP. Such literature must provide information on electrical wiring needs, space requirements, and all technical data required for a full evaluation. FAILURE TO PROVIDE THE TECHNICAL LITERATURE MAY BE JUST CAUSE FOR REJECTION OF RFP.

2.33 Risk Of Loss Or Damage:

The Contractor shall hold title to all equipment and accessories provided under this contract. Even though the copiers and accessories will be installed on County premises, the County shall be relieved from risk of loss and/or damage during the period of transportation, installation, or during the entire time the equipment is in the possession of the County except when loss or damage is due to fault or negligence of the County. If damage or loss occurs to the installed equipment caused by negligence or willful act of the County, reimbursement to the Contractor may be made as follows:

The Contractor shall submit an invoice and a written damage or loss evaluation/claim to the County's authorized representative. If the damaged equipment can be repaired, the Contractor will invoice the County at the Contractor's lowest current Manufacturers List price rates for parts and labor.

2.34 Guaranteed Up-Time Of Copiers:

The Contractor will be required to provide an UP-TIME GUARANTEE on all copiers of at least 95% during every calendar month. Down-time is calculated from the time the Agency places the call, and ends when the machine is up and running correctly, and is based on the machine being inoperative or the copies made are unusable. (A calendar month consists of normal business hours 8:00 AM. to 5:00 PM., Monday through Friday, except for County holidays). If a machine does not meet the 95% requirement during a month, the Contractor will be required to provide a credit to the County against the invoice for this machine equal to the amount of down time as calculated against projected monthly usage. If the machine does not meet the UP-TIME GUARANTEE for two (2) consecutive months, the County may require that the machine be replaced. The UP-TIME GUARANTEE shall remain in force during the entire term of the contract.

2.35 Liquidated Damages For Failure To Meet Four Hour Service Call Response Time:

If the Contractor fails to provide repair service within the required four (4) hours from the time of notification, a \$50 liquidated damages charge will be deducted for each incident.

Alternatively, if delivery or performance is repeatedly unsatisfactory, the County may terminate this contract in whole or in part under the General Conditions and Instructions to Proposers, paragraph 17, and in that event, the contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the County may reasonably obtain delivery or performance of similar services and supplies. The liquidated damages shall be in addition to excess costs under the default clause (See also §2.26.1).

2.36 Adding/Relocating:

The County reserves the right to add additional copiers to the Cost-Per-Copy Program at any time during the contract period, at the cost per copy bid. In addition, the County reserves the right to have a copier relocated after the initial installation at no cost to the County. Historically, the County adds approximately 15 copiers per year.

2.37 Cancellation Of A Copier Service Location:

The County's authorized representative will provide thirty (30) days notice when the services of any copier is to be canceled. Cancellation will be at no cost to the County. Cancellation notification will contain the following information:

- a. Copier location by agency/activity, building and room number
- b. Copier model and serial number
- c. Meter reading
- d. Date copier will be available for removal

Note: All expenses and the coordination for this pick up shall be the responsibility of the Contractor.

2.38 Emergency Purchase:

The County reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item/service within the required time frame. Should this occur, the cost incurred by the County to source such purchases shall be deducted from the Contractor's monthly invoice.

2.39 Invoices And Payment:

2.39.1 The Contractor shall submit in duplicate, an invoice that reflects the total monthly billing amount due ~~for all locations~~ by department with an itemized break down by volume category containing the following information:

- a. A complete listing by County department, site location and machine serial number of each copier in that volume category, billed to each user agency for the copiers they have in inventory from the contractor.
- b. Copy counter (meter) ~~readings at the beginning and end of the month~~ **quarterly readings** for each copier.
- c. Total copies chargeable to each copier for that month and the applicable County department's accounting data.
- d. The total cost incurred by the production of those copies.

2.39.2 The invoice must be dated and contain the following information:

- a. Name and address of Contractor (Note: It must correspond to the remittance address in the contract);
- b. Contract serial number;
- c. Payment terms as bid;
- d. Purchase order number of using agency.

Failure to provide this information will cause the using agency to return the invoice for corrections and thus delay payment.

2.39.3 All invoices must be submitted AFTER the CPC services have been provided at the end of each month. Invoices shall be submitted to the Department or Agency where the copier is in use. Contractor's who submit invoicing prior to the end of the month for that months service will be charged a \$25.00 administration fee per invoice for causing the County to hold the invoice until the end of the month.

2.40 Use Of County Facilities:

The County will provide approximately 150 square feet of office/storage space for use by the Contractor. This area may be used as a potential work station for technicians, office for the CPC Program Manager or storage for supplies, spare parts, etc. The location of the space has not been determined at this time, however it is anticipated that space may be available in one of the downtown Phoenix buildings. The Contractor will be fully responsible for all other necessary requirements to make the space usable for its purposes. This includes phone service, security, furniture, shelving, etc. Parking will be available, however no guarantee can be made as to the location and the Contractor may be required to pay the current rate for the space.

2.41 Contractor's Qualifications:

PROPOSER MUST BE QUALIFIED BY EXPERIENCE AND ADEQUATE FINANCING TO PROVIDE THE EQUIPMENT AND SERVICES SET FORTH IN THIS RFP. A POTENTIAL PROPOSER SHALL DEMONSTRATE THIS ABILITY BY PROVIDING THE INFORMATION SET FORTH BELOW AND ANSWERING THE QUESTIONS ON ATTACHMENT E. PROPOSER MUST COMPLETELY FILL OUT AND RETURN A COPY OF ATTACHMENT F, FOR EACH PIECE OF EQUIPMENT PROPOSED.

2.41.1 The Proposer must demonstrate that it has provided acceptable cost-per-copy services. In order to meet this requirement, the Proposer must be able to show that at least 300 total copiers were

being provided on-call, day-to-day, full-service at the same time for minimum of one organization in **Maricopa County**, and that these machines were provided and maintained by the Proposer. This experience must be evidenced by a letter from each entity which certifies that the Proposer has provided to that entity “_____” number of machines over “_____” period of time and that all machines were serviced as described in this paragraph.

- 2.41.2 The Proposer must demonstrate that it currently has a local Phoenix area service unit that can provide a sufficient number of skilled technicians, fleet equipment, management personnel, and an adequate inventory of repair parts to effectively support the County’s cost-per-copy program.
- 2.41.3 The Proposer must provide evidence that it can provide a performance surety to the County in the amount of \$1 million.
- 2.41.4 If the Proposer seeking to submit a RFP in response to this RFP is not the manufacturer of the copiers intended to be offered, then the company must provide a written letter from an authorized representative of the copier manufacturer(s). The letter(s) must state, unequivocally, that the manufacturer agrees to assume responsibility for the performance of the balance of any contract awarded by the County as a result of this RFP, in the event the Proposer fails to perform acceptable services under the contract.
- 2.41.5 The Proposer shall disclose if, during the past 5 years, it has made a general assignment or general arrangement for the benefit of creditors; filed a petition for adjudication of bankruptcy or for reorganization or rearrangement which was not dismissed in 30 days; had a trustee or receiver appointed to take possession of any of its assets and for which possession was not restored within 30 days; or had any of its assets subjected to attachment, execution, or other judicial seizure which was not discharged within 30 days.
- 2.41.6 The Proposer shall have been in the copy rental (cost per copy) business for a minimum of 3 years
- 2.41.7 The Proposer shall have represented the proposed equipment line for a minimum of 2 years.
- 2.41.8 The Proposer shall have been in the networking support business for a minimum of 3 years.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Request for Proposals is for awarding a firm fixed price contract to cover a Five (5) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their SOLE option, extend the period of this agreement up to a maximum of Five (5), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **INDEMNIFICATION AND INSURANCE**

3.3.1 **INDEMNIFICATION**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR’S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of

use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt

shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.3.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.4 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR’S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond of \$1,000,000.00 conditioned upon the faithful performance of the Contract in accordance specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond amount of \$1,000,000.00 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney’s fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated “Best-A” or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.7 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation.

3.8 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.9 TRAINING:

The successful Proposer shall provide a minimum of required_hours to completely train County personnel in the use and care of the equipment.

3.10 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the PROPOSAL being rejected.

3.11 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability shall be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.12 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will not be considered in the evaluation price analysis process.

3.13 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this price contract. Proposers without this capability maybe considered non-responsive and not eligible for award consideration.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor. **However, individual placement entered into under this contract will continue per their individual placement length and be subject to buyout if the entire contract is cancelled before expiration, or not renewed.**

4.3 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.8 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.13 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.15 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.17 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order,

etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.19 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.20 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.21 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.22 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.23 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.24 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.25 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification **IS** not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.25.1 Cancel the Contract, if it is currently in effect.

4.25.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.25.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.26 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.27 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX, AZ 85016

PRICING S075003/B06066504 B0606403

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☐ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☐ NO

6.1 PRICING WITHOUT BUYOUT OF CURRENT CONTRACT (PHASE IN PROGRAM) REVISED
S075003/ B0606403 B06066504 NON NETWORKED

Provide all labor, material, and equipment to provide cost per copy services, in accordance with the specifications and provisions contained in this RFP, on the buyer's property ready for use.

Volume category	Make and Model Offered	PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT*	Specified Monthly Minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when Volume is at or below minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	Konica 1312	62%	1,000 copies	\$ 0.0966	\$ 0.0601	\$ 0.0475	\$ 0.0419	\$ 0.0360
Category 2	Lanier 5216	48%	2,000 copies	\$ 0.1383	\$ 0.0831	\$ 0.0642	\$ 0.0556	\$ 0.0353
Category 3	Konica 7020 7022	57%	5,000 copies	\$ 0.0778	\$ 0.0440	\$ 0.0324	\$ 0.0271	\$ 0.0217
Category 4	Konica 7030 7130	55%	7,500 copies	\$ 0.0754	\$ 0.0431	\$ 0.0320	\$ 0.0270	\$ 0.0218
CATEGORY 4 FINISHER	FS 107		7,500 copies	\$ 0.0134	\$ 0.0071	\$ 0.0049	\$ 0.0039	\$ 0.0029
Category 5	Konica 7040	55%	12,000 copies	\$ 0.0611	\$ 0.0359	\$ 0.0272	\$ 0.0233	\$ 0.0192
CATEGORY 5 FINISHER	FS 105		12,000 copies	\$ 0.0100	\$ 0.0053	\$ 0.0037	\$ 0.0029	\$ 0.0022
Category 6	Konica 7150	55%	18,000 copies	\$ 0.0485	\$ 0.0289	\$ 0.0221	\$ 0.0191	\$ 0.0159
CATEGORY 6 FINISHER	FS 1073B		18,000 copies	\$ 0.0073	\$ 0.0039	\$ 0.0027	\$ 0.0021	\$ 0.0016
Category 7	Konica 7055 7155	59%	25,000 copies	\$ 0.0417	\$ 0.0252	\$ 0.0195	\$ 0.0169	\$ 0.0142
CATEGORY 7 FINISHER	FS -110 & FS -210 406		25,000 copies	\$ 0.0053	\$ 0.0028	\$ 0.0019	\$ 0.0015	\$ 0.0011
Category 8	Konica 7065 7165	54%	35,000 copies	\$ 0.0376	\$ 0.0226	\$ 0.0175	\$ 0.0151	\$ 0.0127
CATEGORY 8 FINISHER	FS -110 & FS -210 406		35,000 copies	\$ 0.0038	\$ 0.0020	\$ 0.0014	\$ 0.0011	\$ 0.0008
Category 9	Konica 7075	63%	45,000 copies	\$ 0.0432	\$ 0.0250	\$ 0.0188	\$ 0.0159	\$ 0.0130
CATEGORY 9 FINISHER	FS 108		45,000 copies	\$ 0.0035	\$ 0.0018	\$ 0.0013	\$ 0.0010	\$ 0.0008
Category 10	Konica 7055 Tandem	70%	55,000 copies	\$ 0.0411	\$ 0.0246	\$ 0.0190	\$ 0.0164	\$ 0.0138
CATEGORY 10 FINISHER	FS 106		55,000 copies	\$ 0.0048	\$ 0.0025	\$ 0.0018	\$ 0.0014	\$ 0.0010
CATEGORY 13	KONICA 7085	70%	55,000 copies	\$ 0.04409	\$ 0.02624	\$ 0.02011	\$ 0.01734	\$ 0.01400
CATEGORY 13 FINISHER	FS 111		55,000 copies	\$ 0.00476	\$ 0.00251	\$ 0.00174	\$ 0.00139	\$ 0.00097

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX AZ 85016

			PRICE PER THOUSAND FOR STAPLES	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	Konica 1312		n/a	\$ 0.0190	\$ 0.0190	\$ 0.0190	\$ 0.0190	\$ 0.0190
Category 2	Lanier 5216		n/a	\$ 0.0212	\$ 0.0212	\$ 0.0212	\$ 0.0212	\$ 0.0212
Category 3	Konica 7020 7022		\$ 2.50	\$ 0.0091	\$ 0.0091	\$ 0.0091	\$ 0.0091	\$ 0.0091
Category 4	Konica 7030 7130		\$ 2.50	\$ 0.0089	\$ 0.0089	\$ 0.0089	\$ 0.0089	\$ 0.0089
Category 5	Konica 7040		\$ 2.50	\$ 0.0090	\$ 0.0090	\$ 0.0090	\$ 0.0090	\$ 0.0090
Category 6	Konica 7150		\$ 2.50	\$ 0.0071	\$ 0.0071	\$ 0.0071	\$ 0.0071	\$ 0.0071
Category 7	Konica 7055 7155		\$ 2.50	\$ 0.0071	\$ 0.0071	\$ 0.0071	\$ 0.0071	\$ 0.0071
Category 8	Konica 7065 7165		\$ 2.50	\$ 0.0062	\$ 0.0062	\$ 0.0062	\$ 0.0062	\$ 0.0062
Category 9	Konica 7075		\$ 2.50	\$ 0.0048	\$ 0.0048	\$ 0.0048	\$ 0.0048	\$ 0.0048
Category 10	Konica 7055 Tandem		\$ 2.50	\$ 0.0062	\$ 0.0062	\$ 0.0062	\$ 0.0062	\$ 0.0062
Category 13	Konica 7085		\$ 2.50	\$ 0.0058	\$ 0.0058	\$ 0.0058	\$ 0.0058	\$ 0.0058

LARGE FORMAT MACHINES:								
Volume category	Make and Model Offered	PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 11	Xerox Model 8830 DDS with 7346 Scanner	75%	5,000sq/mo	\$ 0.6279	\$ 0.3557	\$ 0.2623	\$ 0.2225	\$ 0.1814

				Unit Price Per Square Foot when volume exceeds Minimum	Unit Price Per Square Foot when volume exceeds Minimum	Unit Price Per Square Foot when volume exceeds Minimum	Unit Price Per Square Foot when volume exceeds Minimum	Unit Price Per Square Foot when volume exceeds Minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 11	Xerox Model 8830			\$ 0.0511	\$ 0.0511	\$ 0.0511	\$ 0.0536	\$ 0.0562
Category 11	DDS with 7346 Scanner							

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX AZ 85016

6.2

PRICING WITH BUYOUT OF CURRENT CONTRACT REVISED

S075003/ B0606403 ~~B06066504~~

NON NETWORKED

Provide all labor, material, and equipment to provide cost per copy services, in accordance with the specifications and provisions contained in this RFP, on the buyer's property ready for use.

				Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum
		PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum					
Volume category	Make and Model Offered			YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	KONICA 1312	63%	1,000 copies	\$ 0.13524	\$ 0.08050	\$ 0.06169	\$ 0.05318	\$ 0.04293
Category 2	LANIER 5216	49%	2,000 copies	\$ 0.23704	\$ 0.13770	\$ 0.09827	\$ 0.08223	\$ 0.06292
Category 3	KONICA 7020 7022	58%	5,000 copies	\$ 0.11277	\$ 0.06247	\$ 0.04518	\$ 0.03737	\$ 0.02798
Category 4	KONICA 7030 7130	56%	7,500 copies	\$ 0.07468	\$ 0.04273	\$ 0.03175	\$ 0.02679	\$ 0.02081
CATEGORY 4 FINISHER	FS107		7,500 copies	\$ 0.00134	\$ 0.00709	\$ 0.00491	\$ 0.00392	\$ 0.00274
Category 5	LANIER 5435 KONICA 7040	56%	12,000 copies	\$ 0.08004	\$ 0.04702	\$ 0.03568	\$ 0.03055	\$ 0.02437
CATEGORY 5 FINISHER	FS105 FS35		12,000 copies	\$ 0.00830	\$ 0.00438	\$ 0.00304	\$ 0.00237	\$ 0.00170
Category 6	KONICA 7045 7150	56%	18,000 copies	\$ 0.04850	\$ 0.02890	\$ 0.02217	\$ 0.01912	\$ 0.01546
CATEGORY 6 FINISHER	FS1073B		18,000 copies	\$ 0.00624	\$ 0.00329	\$ 0.00228	\$ 0.00182	\$ 0.00127
Category 7	KONICA 7055 7155	60%	25,000 copies	\$ 0.05087	\$ 0.02999	\$ 0.02281	\$ 0.01957	\$ 0.01567
CATEGORY 7 FINISHER	FS -110 & FS -210 406		25,000 copies	\$ 0.00525	\$ 0.00277	\$ 0.00192	\$ 0.00154	\$ 0.00107
Category 8	KONICA 7065 7165	55%	35,000 copies	\$ 0.05759	\$ 0.03316	\$ 0.02477	\$ 0.02097	\$ 0.01640
CATEGORY 8 FINISHER	FS -110 & FS - 210 406		35,000 copies	\$ 0.00375	\$ 0.00198	\$ 0.00137	\$ 0.00110	\$ 0.00077
Category 9	KONICA 7075	64%	45,000 copies	\$ 0.05546	\$ 0.03147	\$ 0.02323	\$ 0.01950	\$ 0.01502
CATEGORY 9 FINISHER	FS108		45,000 copies	\$ 0.00349	\$ 0.00184	\$ 0.00128	\$ 0.00102	\$ 0.00071
Category 10	KONICA 7055 TANDEM	71%	55,000 copies	\$ 0.04760	\$ 0.02807	\$ 0.02136	\$ 0.01833	\$ 0.01467
CATEGORY 10 FINISHER	FS106		55,000 copies	\$ 0.00477	\$ 0.00252	\$ 0.00175	\$ 0.00140	\$ 0.00098
CATEGORY 12	Non-networked Lanier 5722 Konica 8031		3,500 copies	\$ 0.67365	\$ 0.43285	\$ 0.34414	\$ 0.30876	\$ 0.27179

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX AZ 85016

			PRICE PER THOUSAND FOR STAPLES	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	KONICA 1312		N/A	\$ 0.01900	\$ 0.01900	\$ 0.01900	\$ 0.01900	\$ 0.01900
Category 2	LANIER 5216		N/A	\$ 0.02208	\$ 0.02208	\$ 0.02208	\$ 0.02208	\$ 0.02208
Category 3	KONICA 7020 7022		\$ 2.50	\$ 0.00910	\$ 0.00910	\$ 0.00910	\$ 0.00910	\$ 0.00910
Category 4	KONICA 7030 7130		\$ 2.50	\$ 0.00890	\$ 0.00890	\$ 0.00890	\$ 0.00890	\$ 0.00890
Category 5	LANIER 5435 KONICA 7040		\$ 2.50	\$ 0.00960	\$ 0.00960	\$ 0.00960	\$ 0.00960	\$ 0.00960
Category 6	KONICA 7045 7150		\$ 2.50	\$ 0.00710	\$ 0.00710	\$ 0.00710	\$ 0.00710	\$ 0.00710
Category 7	KONICA 7055 7155		\$ 2.50	\$ 0.00710	\$ 0.00710	\$ 0.00710	\$ 0.00710	\$ 0.00710
Category 8	KONICA 7065 7165		\$ 2.50	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620
Category 9	KONICA 7075		\$ 2.50	\$ 0.00480	\$ 0.00480	\$ 0.00480	\$ 0.00480	\$ 0.00480
Category 10	KONICA 7055 TANDEM		\$ 2.50	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620
Category 12	Lanier 5722 Konica 8031		Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016
LARGE FORMAT MACHINES:				Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum
		PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Volume category	Make and Model Offered			PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 11	N/A	_____%	5,000 sq/mo	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX AZ 85016

**6.3 PRICING WITHOUT BUYOUT OF CURRENT CONTRACT (PHASE IN PROGRAM) REVISED
S075003/ B0606403 B06066504 NETWORKED**

Provide all labor, material, and equipment to provide cost per copy services, in accordance with the specifications and provisions contained in this RFP, on the buyer's property ready for use.

Volume category	Make and Model Offered	PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	Lanier 5216	43%	1,000 copies	\$ 0.2290	\$ 0.1426	\$ 0.1129	\$ 0.0994	\$ 0.0855
Category 2	Lanier 5216	39%	2,000 copies	\$ 0.1584	\$ 0.1023	\$ 0.0831	\$ 0.0744	\$ 0.0654
Category 3	Konica 7020 7022	61%	5,000 copies	\$ 0.1089	\$ 0.0637	\$ 0.0482	\$ 0.0411	\$ 0.0339
Category 4	Lanier 5227	49%	7,500 copies	\$ 0.0823	\$ 0.0506	\$ 0.0398	\$ 0.0349	\$ 0.0298
CATEGORY 4 FINISHER	F-535		7,500 copies	\$ 0.0158	\$ 0.0084	\$ 0.0058	\$ 0.0046	\$ 0.0034
Category 5	Lanier 5435	50%	12,000 copies	\$ 0.0721	\$ 0.0442	\$ 0.0346	\$ 0.0303	\$ 0.0258
CATEGORY 5 FINISHER	F-535		12,000 copies	\$ 0.0192	\$ 0.0048	\$ 0.0034	\$ 0.0027	\$ 0.0020
Category 6	LANIER 5445	45%	18,000 copies	\$ 0.05724	\$ 0.3592	\$ 0.02859	\$ 0.02527	\$ 0.02184
Category 6 FINISHER	F – 535		18,000 copies	\$ 0.00650	\$ 0.00322	\$ 0.00223	\$ 0.00179	\$ 0.00132
Category 7	LANIER 5455	65%	25,000 copies	\$ 0.04791	\$ 0.02879	\$ 0.02221	\$ 0.01924	\$ 0.01616
Category 7 FINISHER	F –550		25,000 copies	\$ 0.00690	\$ 0.00365	\$ 0.00253	\$ 0.00202	\$ 0.00150
Category 8	LANIER 5365	45%	35,000 copies	\$ 0.04468	\$ 0.02690	\$ 0.02079	\$ 0.01803	\$ 0.01517
Category 8 FINISHER	F – 565		35,000 copies	\$ 0.00576	\$ 0.00217	\$ 0.00151	\$ 0.00120	\$ 0.00089
Category 9	KONICA 7075	64%	45,000 copies	\$ 0.05019	\$ 0.02906	\$ 0.02179	\$ 0.01851	\$ 0.01510
Category 9 FINISHER	FS108		45,000 copies	\$ 0.00349	\$ 0.00184	\$ 0.00128	\$ 0.00102	\$ 0.00076
Category 10	KONICA 7055 TANDEM	59%	55,000 copies	\$ 0.05071	\$ 0.03001	\$ 0.02290	\$ 0.01968	\$ 0.01635
Category 10 FINISHER	FS106		55,000 copies	\$ 0.00477	\$ 0.00252	\$ 0.00175	\$ 0.00140	\$ 0.00103
CATEGORY 13	KONICA 7085	70%	55,000 copies	\$ 0.05520	\$ 0.03236	\$ 0.02452	\$ 0.02097	\$ 0.01671
CATEGORY 13 FINISHER	FS 111		55,000 copies	\$ 0.00476	\$ 0.00251	\$ 0.00174	\$ 0.00139	\$ 0.00097

*Based on 5 yrs.

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX AZ 85016

			PRICE PER THOUSAND FOR STAPLES	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	LANIER 5216		N/A	\$ 0.02208	\$ 0.02208	\$ 0.02208	\$ 0.02208	\$ 0.02208
Category 2	LANIER 5216		N/A	\$ 0.02208	\$ 0.02208	\$ 0.02208	\$ 0.02208	\$ 0.02208
Category 3	KONICA 7020 7022		\$ 3.00	\$ 0.00910	\$ 0.00910	\$ 0.00910	\$ 0.00910	\$ 0.00910
Category 4	LANIER 5227		\$ 3.00	\$ 0.01053	\$ 0.01053	\$ 0.01053	\$ 0.01053	\$ 0.01053
Category 5	LANIER 5435		\$ 3.00	\$ 0.00996	\$ 0.00996	\$ 0.00996	\$ 0.00996	\$ 0.00996
Category 6	LANIER 5445		\$ 3.00	\$ 0.01001	\$ 0.01001	\$ 0.01001	\$ 0.01001	\$ 0.01001
Category 7	LANIER 5455		\$ 3.00	\$ 0.00592	\$ 0.00592	\$ 0.00592	\$ 0.00592	\$ 0.00592
Category 8	LANIER 5365		\$ 2.50	\$ 0.00595	\$ 0.00595	\$ 0.00595	\$ 0.00595	\$ 0.00595
Category 9	KONICA 7075		\$ 2.50	\$ 0.00480	\$ 0.00480	\$ 0.00480	\$ 0.00480	\$ 0.00480
Category 10	KONICA 7075 TANDEM		\$ 2.50	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620
Category 13	Konica 7085		\$ 2.50	\$ 0.0058	\$ 0.0058	\$ 0.0058	\$ 0.0058	\$ 0.0058

LARGE FORMAT MACHINES:				Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum
Volume category	Make and Model Offered	PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Category 11	XEROX MODEL 8830DDS WITH 7346 SCANNER	76%	5,000 sq/mo	PLACEMENT \$ 0.66570	PLACEMENT \$ 0.37630	PLACEMENT \$ 0.27730	PLACEMENT \$ 0.23510	PLACEMENT \$ 0.19120

				Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 11	DDS WITH 7346 SCANNER			\$ 0.05310	\$ 0.05310	\$ 0.05310	\$ 0.05570	\$ 0.05840

HUGHES -CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX AZ 85016

**6.4 PRICING WITH BUYOUT OF CURRENT CONTRACT REVISED
S075003/ B0606403 B06066504 NETWORKED**

Provide all labor, material, and equipment to provide cost per copy services, in accordance with the specifications and provisions contained in this RFP, on the buyer's property ready for use.

				Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum	Unit Price Per Copy when volume is at or below minimum
		PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Volume category	Make and Model Offered			PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 1	KONICA 1312	42%	1,000 copies	\$ 0.29739	\$ 0.18392	\$ 0.14492	\$ 0.12730	\$ 0.10665
Category 2	LANIER 5216	38%	2,000 copies	\$ 0.29816	\$ 0.17617	\$ 0.13425	\$ 0.11530	\$ 0.09249
Category 3	KONICA 7020 7022	62%	5,000 copies	\$ 0.14387	\$ 0.08216	\$ 0.06095	\$ 0.05136	\$ 0.03984
Category 4	KONICA 7030 7130	60%	7,500 copies	\$ 0.09430	\$ 0.05527	\$ 0.04185	\$ 0.03579	\$ 0.02849
CATEGORY 4 FINISHER	FS107		7,500 copies	\$ 0.00134	\$ 0.00708	\$ 0.00491	\$ 0.00392	\$ 0.00274
Category 5	LANIER 5435 KONICA 7040	60%	12,000 copies	\$ 0.09550	\$ 0.05655	\$ 0.04316	\$ 0.03712	\$ 0.02982
CATEGORY 5 FINISHER	FS105 FS35		12,000 copies	\$ 0.00830	\$ 0.00439	\$ 0.00304	\$ 0.00243	\$ 0.00170
Category 6	KONICA 7045 7150	60%	18,000 copies	\$ 0.07515	\$ 0.04387	\$ 0.03312	\$ 0.02827	\$ 0.02241
CATEGORY 6 FINISHER	FS1073B		18,000 copies	\$ 0.00624	\$ 0.00329	\$ 0.00228	\$ 0.00182	\$ 0.00127
Category 7	KONICA 7055 7155	63%	25,000 copies	\$ 0.05704	\$ 0.03661	\$ 0.02555	\$ 0.02191	\$ 0.01753
CATEGORY 7 FINISHER	FS -110 & FS -210 406		25,000 copies	\$ 0.00690	\$ 0.00365	\$ 0.00253	\$ 0.00202	\$ 0.00150
Category 8	KONICA 7065 7165	52%	35,000 copies	\$ 0.06724	\$ 0.03882	\$ 0.02905	\$ 0.02463	\$ 0.01470
CATEGORY 8 FINISHER	FS -110 & FS -210 406		35,000 copies	\$ 0.00576	\$ 0.00217	\$ 0.00151	\$ 0.00120	\$ 0.00089
Category 9	KONICA 7075	65%	45,000 copies	\$ 0.06344	\$ 0.03605	\$ 0.02863	\$ 0.02239	\$ 0.01726
CATEGORY 9 FINISHER	FS108		45,000 copies	\$ 0.00350	\$ 0.00184	\$ 0.00128	\$ 0.00102	\$ 0.00071
Category 10	KONICA 7055 TANDEM	60%	55,000 copies	\$ 0.05562	\$ 0.03260	\$ 0.02664	\$ 0.02112	\$ 0.01684
CATEGORY 10 FINISHER	FS106		55,000 copies	\$ 0.00480	\$ 0.00252	\$ 0.00174	\$ 0.00140	\$ 0.00097
CATEGORY 12	networked Lanier 5722 Konica 8031		3,500 copies	\$ 0.90765	\$ 0.56528	\$ 0.43914	\$ 0.38883	\$ 0.33628

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			PRICE PER THOUSAND FOR STAPLES	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum	Unit Price Per Copy when volume is above minimum
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
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Category 3	KONICA 7020 7022		\$ 3.00	\$ 0.00910	\$ 0.00910	\$ 0.00910	\$ 0.00910	\$ 0.00910
Category 4	KONICA 7030 7130		\$ 3.00	\$ 0.00890	\$ 0.00890	\$ 0.00890	\$ 0.00890	\$ 0.00890
Category 5	LANIER 5435 KONICA 7040		\$ 3.00	\$ 0.00960	\$ 0.00960	\$ 0.00960	\$ 0.00960	\$ 0.00960
Category 6	KONICA 7045 7150		\$ 3.00	\$ 0.00710	\$ 0.00710	\$ 0.00710	\$ 0.00710	\$ 0.00710
Category 7	KONICA 7055 7155		\$ 3.00	\$ 0.00592	\$ 0.00592	\$ 0.00592	\$ 0.00592	\$ 0.00592
Category 8	KONICA 7065 7165		\$ 2.25	\$ 0.00594	\$ 0.00594	\$ 0.00594	\$ 0.00594	\$ 0.00594
Category 9	KONICA 7075		\$ 3.00	\$ 0.00480	\$ 0.00480	\$ 0.00480	\$ 0.00480	\$ 0.00480
Category 10	KONICA 7055 TANDEM		\$ 3.00	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620	\$ 0.00620
Category 12	Lanier 5722 Konica 8031		Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016	Color - .15 B/W - .016
LARGE FORMAT MACHINES:								
		PERCENTAGE OF CHARGE ATTRIBUTABLE TO EQUIPMENT	Specified Monthly Minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum	Unit Price Per Square Foot when volume is at or below minimum
Volume category	Make and Model Offered			YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
				PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT	PLACEMENT
Category 11	N/A	_____ %	5,000 sq/mo	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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Months	Rate	Prod Cost	Monthly rate	Square Foot	CPC
60	0.01980	1000.00	19.80	5000	0.00396
59	0.02051	1000.00	20.51	5000	0.00410
58	0.02123	1000.00	21.23	5000	0.00425
57	0.02194	1000.00	21.94	5000	0.00439
56	0.02265	1000.00	22.65	5000	0.00453
55	0.02337	1000.00	23.37	5000	0.00467
54	0.02408	1000.00	24.08	5000	0.00482
53	0.02479	1000.00	24.79	5000	0.00496
52	0.02551	1000.00	25.51	5000	0.00510
51	0.02622	1000.00	26.22	5000	0.00524
50	0.02693	1000.00	26.93	5000	0.00539
49	0.02765	1000.00	27.65	5000	0.00553
48	0.02836	1000.00	28.36	5000	0.00567
47	0.02895	1000.00	28.95	5000	0.00579
46	0.02955	1000.00	29.55	5000	0.00591
45	0.03014	1000.00	30.14	5000	0.00603
44	0.03074	1000.00	30.74	5000	0.00615
43	0.03133	1000.00	31.33	5000	0.00627
42	0.03193	1000.00	31.93	5000	0.00639
41	0.03252	1000.00	32.52	5000	0.00650
40	0.03312	1000.00	33.12	5000	0.00662
39	0.03371	1000.00	33.71	5000	0.00674
38	0.03431	1000.00	34.31	5000	0.00686
37	0.03490	1000.00	34.90	5000	0.00698
36	0.03550	1000.00	35.50	5000	0.00710
35	0.03681	1000.00	36.81	5000	0.00736
34	0.03813	1000.00	38.13	5000	0.00763
33	0.03944	1000.00	39.44	5000	0.00789
32	0.04076	1000.00	40.76	5000	0.00815
31	0.04207	1000.00	42.07	5000	0.00841
30	0.04339	1000.00	43.39	5000	0.00868
29	0.04470	1000.00	44.70	5000	0.00894
28	0.04602	1000.00	46.02	5000	0.00920
27	0.04733	1000.00	47.33	5000	0.00947
26	0.04865	1000.00	48.65	5000	0.00973
25	0.04996	1000.00	49.96	5000	0.00999
24	0.05128	1000.00	51.28	5000	0.01026
23	0.05509	1000.00	55.09	5000	0.01102
22	0.05890	1000.00	58.90	5000	0.01178
21	0.06271	1000.00	62.71	5000	0.01254
20	0.06651	1000.00	66.51	5000	0.01330
19	0.07032	1000.00	70.32	5000	0.01406
18	0.07413	1000.00	74.13	5000	0.01483
17	0.07794	1000.00	77.94	5000	0.01559
16	0.08175	1000.00	81.75	5000	0.01635
15	0.08556	1000.00	85.56	5000	0.01711
14	0.08937	1000.00	89.37	5000	0.01787
13	0.09318	1000.00	93.18	5000	0.01864
12	0.09699	1000.00	96.99	5000	0.01940

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Terms: NET 30
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Company Contact (REP): Jeff Masters
E-mail Address (REP): Jmasters@hughes-calihan.com
Contract Period: To cover the period ending December 31, 2005.